NEW LAWS .. .. .. p. 19
QUARE IMPEDIT .. .. p. 19

The Solicitors' Journal

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The SATURDAY REVIEW has recently initiated under the general title of "Law and Life" a new occasional feature, contributed by an eminent lawyer, dealing with various aspects of the law and its changes as they affect the ordinary man and woman. This feature does not appear regularly but whenever occasion demands.

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The Solicitors' Journal

(ESTABLISHED 1857.)

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Current Topics: Sir Montague Shearman—The Office of Lord Lieutenant—The Legal Output—The Police and the Press—A Tortfeasor's Death—An Undesirable Expense—The Law and Ethics of Betting 17
New Laws 19
Quare Impedit 19
Company Law and Practice 20
A Conveyancer's Diary 21
Landlord and Tenant Notebook .. 22
Our County Court Letter 22
Practice Notes 23
Reviews 23
Books Received 23
Points in Practice 24
Correspondence 25
Legal Parables 25
Notes of Cases—
Ankin *v.* London and North Eastern Railway Co. 26
Ellis Sterling Book Keeping Machines, Ltd. *v.* Ellis Adding Typewriting Co. 26
Thompson and Norris Manufacturing Co. Limited *v.* P. H. Ardley & Co. 27
The Law Society 27
In Parliament 28
Rules and Orders 28
Court Papers 29
Legal Notes and News 30
Stock Exchange Prices of certain Trustee Securities 30

Current Topics.

Sir Montague Shearman.

EVERY MEMBER of the legal profession, and many beyond it, heard with profound regret of the passing away of Sir MONTAGUE SHEARMAN. Retiring from the bench at the end of last long vacation owing to continued ill-health, it was hoped that the rest from judicial labour to which he looked forward, if it did not completely restore him to his earlier vigour, would at least allow him to enjoy some years of quiet leisure and interest in the many things that appealed to him. Only a week or two ago he was accorded the honour of being made a Privy Councillor, and some even thought that he might on occasion assist in the work of the Judicial Committee. But it was not to be. At the Bar, where he was exceedingly popular, not only on account of his personal qualities but on account likewise of his magnificent record as an athlete, he was a persuasive advocate, little given to the graces of oratory, but persistent and successful in submitting his points. As a judge he was exceedingly painstaking and his judgments well stood the test of the criticism to which they were subjected whenever they reached the Court of Appeal. If he had a foible it was that which in Scotland has been termed "judicial heckling," that is, subjecting the counsel addressing him to a continual cross-examination. It was all done, no doubt, with the laudable desire to arrive at the truth, but in many cases this end would have been attained more speedily had the string of judicial interrogatories been shorter. Despite this failing, if so it may be called, he was much liked by all who came before him.

The Office of Lord Lieutenant.

A RECENT announcement with regard to the uniform of Lord Lieutenants makes it of interest to ascertain what are the functions of the official who bears this title and who has figured in English history since the reign of HENRY VIII. Very soon after the creation of the office the Lord Lieutenant seems to have taken over from the Sheriff the control of the military forces of the county, and, down to 1871, he had the command of the militia, the yeomanry and the volunteers. This function was taken away in the year mentioned, but the Territorial Forces Act, 1907, restored to him certain duties in connexion with the local reserve forces. By the Militia Act, 1882, the Crown was empowered from time to time to appoint Lieutenants for the several counties in the United Kingdom, and s. 36 of that statute provides that they shall have "such jurisdiction, duties, powers, and privileges as are vested in the Lieutenant . . . for such county under any Act of Parliament for the time being in force." This cannot be said to be very illuminating, nor does the form of the commission by which a Lord Lieutenant is appointed help matters, for it merely gives and grants to the person selected "full power and authority to do, execute and perform all and singular the matters and things which to a Lieutenant to be nominated and appointed by us do by force of any law in any wise belong to be done, transacted or performed." It is all singularly reminiscent of the famous definition of an archdeacon as "a person who exercises archidiaconal functions." The truth is that in these days the position of the Lord Lieutenant is chiefly honorary, although as the principal justice of the peace for the county he can usefully serve the public, and, further, he may recommend persons for appointments as justices, which recommendations the Lord Chancellor may or may not adopt. As a rule the Lord Lieutenant is also the *custos rotulorum* or keeper of the county records.

The Legal Output.

WHILE IT is, of course, true that the law courts primarily exist for the decision of disputes between litigants, and after they have done this their function is complete, lawyers naturally examine the decisions to ascertain what principles have been enunciated which may guide them in future cases. Hence the *raison d'etre* of reports and digests of cases. The courts may be in full swing and yet produce little that is of interest or value to the practising lawyer or scientific student of jurisprudence. Unhappily for some time the volume of litigation has been of a diminishing quantity, thus reflecting the lack of buoyancy in industry. This has been especially noticeable in the diminution in the number of shipping and commercial cases which increase as business is active. Time was when the digests were noticeable by the number of cases under the headings "Shipping" and "Sale of Goods," but for the last few years there has been a steady shrinkage in the list of such cases. Under "Revenue" we still find a large number of cases digested, but this is easily explicable, for, with income tax still at a rate which would have appalled us a generation or two ago, taxpayers are naturally keen to contest the accuracy of the claims made upon them. "Running down" cases are more and more numerous, but from the legal point of view they usually offer few points of interest, although during the past year some of them gave occasion for a re-examination of the doctrine of contributory negligence. Workmen's compensation cases are also still fairly numerous, but they too for the most part lay down no new principles, and so, again and again, the reporters are obliged to have recourse in their head-notes to the almost stereotyped statement that "there was evidence to support the finding of the county court judge and no misdirection." It is to be hoped that in the year upon which we have entered we may see an improvement in trade, with, as a corollary, an improvement not only in the bulk but also in the quality of the cases coming before the courts.

The Police and the Press.

THE ISSUE between certain South African journalists and the police is of more than local interest. One reporter on the staff of the *Rand Daily Mail* was present at an hotel at the drawing of a certain lottery, of course illegal, and the story was published in the paper. Another reporter gave details as to the paying out of the prizes. Under the provisions of

the local Police Administration Act, persons known to be in possession of information desired by the police can be compelled to disclose it to a magistrate, under penalty of being committed to prison for eight days. The appropriate proceedings having been taken by the police, both the reporters refused to give the desired information, stating that they had bound themselves in honour not to do so. At the moment of writing there is an adjournment, but it is stated that neither side intends to give way, and the South African Society of Journalists have taken the matter up on principle. The deadlock therefore remains, and the sequel may be awaited with some interest. The rights of the police in obtaining information were in acute controversy last year as the result of the *Savidge Case* here, and the law will be found fully discussed in an article in the last volume of this JOURNAL, "The Police and the Public," p. 344. As a result of the report following an enquiry into that case, it is understood that the directions to the police in respect of questioning the public are now under revision. The conclusion in the article was that no one, whether a journalist or otherwise, was obliged to answer questions put to him by the police, save under the Official Secrets Act, 1920, but possibly the unreasonable denial of information to the police might be regarded as obstructing them in their duty. We certainly cannot subscribe to the view that Pressmen have any "professional privilege" like that of lawyers, their position in fact being the same as that of other members of the public. A Pressman who knew of the details of a crime after its commission and failed to give information might possibly be guilty of the obsolete offence of "misprision of felony" if it was such, but not otherwise. If present at its commission, however, the question of aiding and abetting might be raised, on which our leading authority is *R.* v. *Coney* (1882), 8 Q.B.D. 534. Speaking generally, we see no reason for excepting Pressmen from the ordinary duty of a good citizen to encourage the maintenance of law and order.

A Tortfeasor's Death.

AN ANONYMOUS correspondent, "Lex," has written to *The Times* making the suggestion that, in considering the Road Traffic Bill, Parliament should also deal with the hard case of a person run down and injured by the negligence of someone who happened to die before damages were recovered against him. At present such a situation is governed by the old rule applicable to torts, "*Actio personalis moritur cum persona*," with the consequence that the remedy does not survive against the personal representative. As "Lex" points out, the converse case, after many instances of grievous hardship, was the subject of the Fatal Accidents (Lord CAMPBELL'S) Act of 1846, enabling the personal representative of anyone killed by an accident to sue the person responsible for it. This is useful if bread-winners are killed, when substantial damages are often recovered by the widow and family, but, as we pointed out in our note "The value of a child" (73 SOL. J. 652), it affords a poor remedy against a motorist who runs down and kills a child. The case of the victim of negligence dying before judgment is, of course, far more common than that of the person responsible doing so. Given the occurrence of the latter case, however, it is certainly one of hardship, and, as a matter of justice, the estate of the tortfeasor ought to be liable for wrongs committed by him during his lifetime. We may suggest, however, that reform, if it is to come about, should not be confined to road accidents, or even negligence, but should be applied to torts generally, so far, of course, as they are not already covered by s. 26 of the Administration of Estates Act, 1925, dealing with torts in respect of property. In *Geipel* v. *Peach* [1917] 2 Ch. 108, an action by a shareholder against a director in respect of untrue statements in a prospectus was held to be one of pure tort, and so under the rule. On the merits, this does not seem a less deserving case than that of the remainderman against the tenant for life for failure to repair, held to be outside the rule as an equitable claim in *Jay* v. *Jay* [1924] 1 K.B. 826. The action for breach of promise, to which the "*Actio personalis*" rule applies, see *Quirk* v. *Thomas* [1916] 1 K.B. 516, is perhaps on a different footing, for the prospective *consortium*, the loss of which occasions the damage, is destroyed by the death. It may be suggested, however, that a woman who throws up a situation at the instance of her lover on the prospect of marriage, or buys a trousseau, and then is jilted, ought to have a remedy against his estate.

An Undesirable Expense.

A PRISONER from Pentonville, in charge of two warders, was the defendant in an action which came before Mr. Justice FINLAY recently. The plaintiff claimed £127 in respect of money alleged to have been lent to the defendant and of money said to have been paid on his behalf. The defendant counter-claimed for professional services as a dentist, for three sets of false teeth, and for repairs to another set. Mr. EASTWOOD, for the plaintiff, said that the parties were going into partnership together. The defendant was supposed to supply a certain amount of dentistry appliances, and the plaintiff was to finance the business as a sleeping partner. It was subsequently discovered that the defendant had ordered a quantity of dental material but had no money to pay for it, and the plaintiff lent him the necessary amount as well as additional sums for other purposes. The defendant told his lordship that he had not been given facilities for preparing his case, and that the governor of the prison had sent his papers he required, including an application for legal assistance, to the Home Office. Mr. EASTWOOD said that he understood that the presence of the defendant in court had cost the plaintiff £10, and he hoped that she would not be put to that expense again. Mr. Justice FINLAY, in adjourning the case, said that he understood that the defendant had been moved from Parkhurst to Pentonville. He (his lordship) thought that the only course possible was that he should communicate with the Home Office and ask if they had any papers required by the defendant for his case, and in the meantime he would ask that the defendant should be detained somewhere in London and the case brought on at the earliest possible moment. His lordship also said that he would get into touch with the Poor Persons Department. The matter being *sub judice* nothing more can be said, but the desire of the plaintiff to proceed with the utmost dispatch can be readily appreciated if every appearance of the defendant is to cost her £10.

The Law and Ethics of Betting.

IN A prosecution at Kingston-on-Thames for the use of a public-house for betting purposes, the solicitor for the defence, with strong police evidence against him, was thrown back on the argument that his client was the victim of an inconsistent and illogical law. In some post-offices, he observed, one could not get near the counter for people sending off telegrams to bookmakers, and the Government themselves were "bookmakers' runners," and spent vast sums on providing means for people to bet. An argument of this kind would be of no importance, but for the damning fact that all the statements disparaging the fairness of the law were founded on truth. An even more scathing denunciation was contained in a letter to *The Times* from Mr. A. P. HERBERT, published on 6th July last year, in which he contrasted the abandonment of the betting tax, as coming from an evil source, with the cumulative imposts on alcohol. The Post Office, moreover, provides credit bookmakers with special telephones, and no doubt derives enormous revenues from their activities. They normally pay income tax and sur-tax on their vocation, and thus the State shares in their gains, ill-gotten or otherwise. It is, of course, lawful to bet on race-courses, on the fiction that bookmakers have not fixed pitches, but unlawful to bet in a place within the meaning of the Act. The law as to betting is complicated enough, but the ethics on which that law is founded might be regarded, in the language of the racing-stable, as the offspring of Casuistry out of Bedlam.

New Laws.

Of last year's statutes, the Companies Act, 1929 (19 & 20 Geo. V, c. 23), which consolidates the law as to companies, and practically amends it by bringing into force the reforms contained in the 1928 Act, may be regarded as the most important measure in the everyday work of the profession. Its provisions having been so fully expounded elsewhere in this Journal, however, it will not here be further considered.

Next to the Companies Act, 1929, the Local Government Act, 1929, may be regarded as the most necessary for study, and, indeed, it will take the first place for all advisers to local bodies. Its popular title of the De-rating Act relates only to one of its several functions. The "appointed day" for the Act to come into force is 1st April (s. 134), except that the de-rating provisions have been technically in force since October, so that the next rate may be in accordance with them. Part I transfers the functions of poor law guardians to county councils and county boroughs, which presumably will make for uniformity, and prevent tramps flocking to the workhouse where conditions are easiest. This change requires the preparation of administrative schemes, the work of which will presumably fall on the various councils' legal advisers, and is likely to keep them very busy. It marks, of course, a change of first-class importance in the administration of the poor law. Part II deals with the registrars of births, deaths and marriages, and makes them salaried officers. Their remuneration has hitherto been on an unsatisfactory basis. Part III makes county councils highway authorities for main roads and for all roads in rural districts, in lieu of the rural district councils. There are also certain adjustments between county and urban district councils as to the roads. Power is given to county councils to join with district councils for town-planning, and Part IV relates to the re-arrangement of the boundaries of districts. Part V contains the de-rating provisions, though the definitions of "industrial hereditaments" and "freight transport hereditaments" appear in a previous Act. Part VI relates to Exchequer grants made necessary by the Act, Part VII to the transfer of the property and liabilities of poor law guardians, and Part VIII contains general provisions, including, by reference to a schedule, a complicated equation for finding the "weighted population" of a county or county borough for the purposes of the Act. Those who have to master its provisions are also confronted with a dozen schedules.

The other Acts of the year, except the corresponding Local Government (Scotland) Act, which need not here be considered, are comparatively short, but one of the shortest, the Age of Marriage Act, 1929 (c. 36), is of social importance. This Act makes marriage between persons either of whom is under the age of sixteen absolutely void. This provision supersedes the previous rule, under which the age for a youth to contract a valid marriage was fourteen, and for a girl twelve. It also changes the law in respect of marriages under the appointed age, which previously were voidable on the party in question reaching that age, but valid if not then repudiated. The saving for a girl "in trouble," which might have been expected, is omitted, no doubt deliberately. Presumably regard has been had to the facts that hasty marriages in these circumstances are very often failures, and that legitimation can now take place on a subsequent marriage, so the child born thus is not irrevocably illegitimate as would have been the case a few years ago. There is a saving in the Act as to a charge of indecent assault against one who reasonably believes himself the husband of the complainant, and another in respect of bastardy proceedings. This reform may be regarded as useful in principle, though of course the percentage of marriages in which either party was under sixteen was very small indeed, and largely consisted of the unions of pregnant girls with their lovers.

There is little other legislation in any way noteworthy, at least for the profession. The Appellate Jurisdiction Act, 1929 (c. 8), gives the Crown power to appoint two Indian judges (or barristers, advocates or "vakils" of not less than fourteen years' standing) as members of the Judicial Committee of the Privy Council, and the Law of Property Amendment Act, 1929, amends s. 146 of the 1925 Act, making sub-s. (4) (empowering judges to grant relief against forfeiture to under-lessees) paramount to sub-ss. (8), (9) and (10), which are conditions excluding relief. The Gas Undertakings Act, 1929 (c. 24), enables gas companies, with the consent of the Board of Trade, to raise moneys beyond their respective authorised limits. The Savings Bank Act, 1929 (c. 27), amends the Post Office Savings Banks Acts and the Trustee Savings Bank Acts; and the Industrial Assurance and Friendly Societies Act, 1929, allows of policies to insure against the death of certain relatives for a specified period. The Government Annuities Act, 1929, repeals a number of previous Acts as to the same subject matter, and consolidates the law. The Bridges Act, 1929 (c. 33), was the subject of an article (73 Sol. J. 740). The Infant Life Preservation Act, 1929 (c. 34), fills up a gap between abortion and murder, and the Bastardy (Witness Process) Act, 1929, prevents the repeal by the Poor Law Act, 1927, of s. 70 of the Act of 1844 from operating to destroy the power to summon witnesses in certain bastardy proceedings. It may be added that further Acts have been passed subsequently to those mentioned, which received Royal Assent on or before 10th May last year, but the latter do not call for any special review.

Quare Impedit.

By WILLIAM MARSHALL FREEMAN, of the Middle Temple, Barrister-at-Law.

"Wherefore he hinders." To explain this is the duty cast upon the individual upon whom is served a writ endorsed with the words "*Quare Impedit.*" The writ is of the ordinary type such as would be issued in any other action in the High Court—the only difference being that in the action to which it relates the plaintiff makes no monetary claim—no claim for damages in the ordinary sense—but merely as it were asks the court to push aside a defendant who is preventing him (the plaintiff) from enjoying something to which he claims to be entitled.

Such would appear to be the position at present existing between the Bishop of Birmingham and the trustees of a living within that diocese. Certain incumbents in the diocese (referred to by Dr. Barnes as "rebels") have been at variance with the right reverend prelate in regard to matters of doctrine and ritual. Arising out of this "rebellion" the Bishop has for some time past caused it to be known that when any living falls vacant within his diocese he will require (should he deem it to be necessary) an undertaking from any presentee before induction that certain practices of ritual and ceremonial hitherto observed in that particular church shall not be continued. In the present instance the trustees of a living, in support of their nominee who has declined to give the undertaking asked of him by the Bishop, are stated to have served upon the latter this writ, endorsed with the "*Quare Impedit*" indication as required by the Common Law Procedure Act, 1860.

There was, in olden times, a special writ known as the writ *quare impedit*—one of the old writs by which real actions were begun, and which were mostly extinguished by the Statute of 1833. It was the writ which "lay for him whose right of advowson was disturbed." It survived the extinguishing process of 1833, however, but was guillotined ultimately by the Act of 1860, which provided that where such a writ would have lain under the old procedure, an ordinary action should thenceforward be maintainable, begun by writ of summons like any other action, save that there should be indorsed on the writ a notification that the plaintiff's intention is to claim in *quare impedit.*

It is of some interest to recall that there have been at least two cases involving the same sort of contentious matter as would seem to arise in the action against the Bishop of Birmingham—in both of which cases Bishops of Manchester figured as defendants: *Heywood* v. *Bishop of Manchester* (1884), 12 Q.B.D. 404, and *Gore-Booth* v. *Bishop of Manchester* [1900] 2 K.B. 412). The present proceedings against the Bishop of Birmingham, however, give promise of quite novel constitutional issues, Dr. BARNES having published a considered statement announcing that he does not intend to enter any defence, inasmuch as he regards the matters in issue as being of a "moral and spiritual" character—the law (i.e., the civil law) thereon being quite clear.

That the civil law, as Dr. BARNES indicates, has been clearly laid down would appear from the reports of the two cases referred to above; but in neither case was there any appeal from the judge of first instance. The 1884 case was tried by Baron POLLOCK, and the 1920 case by COLERIDGE, J. In the latter case it was suggested in the course of argument that the question whether the practices objected to by the defendant Bishop were or were not "illegal" should properly be referred to the Archbishop for preliminary determination, but COLERIDGE, J., brushed that aside, holding that he had jurisdiction to determine that question without reference to the Archbishop, and forthwith proceeded to make such determination. That decision obviously was given after due consideration by the learned judge of the terms of the Benefices Act, 1898, which provides (s. 2) that a Bishop may refuse to institute or admit a presentee to a benefice *inter alia*:—

"(*b*) On the ground that at the date of presentation not more than three years have elapsed since the presentee was ordained deacon, or that the presentee is unfit for the discharge of the duties of the benefice by reason of physical or mental infirmity or incapacity, pecuniary embarrassment of a serious character, grave misconduct or neglect of duty in an ecclesiastical office, evil life, having by his conduct caused grave scandal concerning his moral character since his ordination, or having, with reference to the presentation, been knowingly party or privy to any transaction or agreement which is invalid under this Act."

Then by s. 3 (1) it is laid down that:—

"where a bishop, on any ground included in s. 2 of this Act or of unfitness or disqualification of the presentee otherwise sufficient in law, *except a ground of doctrine or ritual*, refuses to institute or admit a presentee to a benefice he shall signify the refusal in writing together with the grounds thereof to the person presenting the benefice and to the presentee in the prescribed manner, and within one month after the signification either of those persons may, in the prescribed manner, require that the matter be heard by a Court consisting of the Archbishop of the province and of a judge of the Supreme Court, who shall be nominated by the Lord Chancellor from time to time for the purposes of this Act, and the bishop shall be made a party to the proceedings. The Court constituted under this Act shall be a Court of Record and shall be held in public, and at any hearing the legal rules of evidence shall prevail."

From which it would seem that the "special" court consisting of the Archbishop and a High Court judge is not the proper court for the determination of a case in which a bishop has refused to institute or admit a presentee on the ground of doctrine or ritual. Sub-section (5) of the same section provides that:—

"If in any case *to which this section applies* the bishop signifies his refusal in manner provided by this section, on proceeding in the nature of *quare impedit* or *duplex querela* shall be taken in any other court in respect of the refusal."

It would, therefore, seem that an ordinary action in the High Court, in manner described above, is the appropriate remedy to be pursued by a presentee whom a bishop has refused to institute on the ground of doctrine or ritual.

Company Law and Practice.

XI.

SECTION 63 of the Companies Act, 1929, makes it unlawful for a company to register a transfer of shares or debentures unless a proper instrument of transfer has been delivered to the company, but without prejudice to the power to register persons to whom the right to shares or debentures has been transmitted by operation of law. Articles 9 and 28 of the new Table A are consequently somewhat altered versions of their respective predecessors, Arts. 11 and 29 of Table A of 1908, as previously referred to in this column; and new articles should follow Table A in this respect. There is another clause not infrequently found in articles of association, which may, in the light of the above section, require amendment, and that is the clause which deals with directors competing with the company. Where this clause is found, it usually provides for the compulsory transfer of his shares in certain events by a director who is in actual competition with the company, but in the event of his refusal to transfer, the necessity for a transfer in writing is not always apparent; and in such case the most convenient alteration to be made will be to give the directors a power similar to that contained in Art. 9 of Table A, to authorise some person to transfer the shares to the persons entitled, or to become entitled, thereto.

The provisions of this section put the matter of transfers on a more uniform basis, and should bring in some additional revenue to the exchequer from the stamp duties payable on transfers which, previously to the coming into force of the Act, would have been effected otherwise than by an instrument in writing, and therefore would not have been stamped.

* * * * *

The provisions of the Act which deal with the articles of a company have been referred to in this column from time to time, but no mention has yet been made of the memorandum of association and the material parts of the Act which affect it. In the first place there are some minor alterations which may be briefly referred to: s. 18 of the Act of 1908 reappears as s. 23, with an amendment to the effect that, in addition to a copy of the memorandum and articles, a company must, on being so required by any member, send him a copy of any Act of Parliament which alters the memorandum on payment of such sum not exceeding the published price thereof as the company may require; and the fine for default may now be imposed on every officer in default, as well as on the company. The expression "officer who is in default" is defined in s. 365 as any director, manager, secretary or other officer of the company, who knowingly and wilfully authorises or permits the default. Statutes which alter the memoranda of companies are not of everyday occurrence, but the extension of the penalty may have a much wider effect. Incidentally, one may wonder in passing if it is intended to make greater effective use than has been done in the past of the penalties which are imposable: the number of such penalties and their scope has been very greatly increased by the new legislation, but it was very rare to hear of any penalty being imposed under the Act of 1908. If greater use be not made of them, it is difficult to see the point of introducing many fresh penalties, unless it be considered that the mere possibility of their imposition is a sufficient deterrent; *sed quaere* as to this.

Section 24 provides that every copy of a memorandum issued after the date of any alteration of the memorandum must be in accordance with the alteration, and imposes penalties for non-observance of this requirement, while s. 153 (3) requires that a copy of every order made under s. 153 (2) shall be annexed to every copy of the memorandum issued after the order has been made.

* * * * *

In the case of *John Walker & Sons* [1914] S.C. 280, the Court of Session refused to confirm alterations to the memorandum

of a company by which it was proposed to add powers to sell the undertaking of the company and to amalgamate with any other firm, person or company, on the ground that such alterations were not within the alterations authorised by s. 9 (1) of the Act of 1908. This decision, though not a decision of the English courts, nevertheless gave rise to a good deal of speculation and uncertainty, and this uncertainty it was desired to remove. The amendment in the law introduced with this intention originally appeared as s. 2 of the Companies Act, 1928, and was made in a purely declaratory form, as follows: "For removing doubts it is hereby declared that a company has power under s. 9 of the principal Act (i.e. the Companies (Consolidation) Act, 1908) to alter the provisions of its memorandum by including among its objects a power to sell or dispose of the whole undertaking of the company and a power to amalgamate with any other company or body of persons." When s. 2 of the Companies Act, 1928, came to be embodied in the consolidation effected by the Companies Act, 1929, it lost its declaratory form, and was combined harmoniously with s. 9 (1) of the Act of 1908 to form s. 5 (1) of the Act of 1929, in which s. 2 of the Act of 1928 appears as (*f*) and (*g*).

(*To be continued.*)

A Conveyancer's Diary.

Restrictive Covenants—*continued.*

In my article last week I set out s. 198 of the L.P.A., 1925, the effect of which is to provide that registration of any instrument or matter under the provisions of the L.C.A., 1925, shall be deemed to constitute actual notice of such instrument or matter to all persons and for all purposes, and I said that it seemed that a purchaser under an open contract would thus be saddled with notice of restrictive covenants although not disclosed by the vendor, referring to *Re Forsey and Hollebone's Contract* [1927] 2 Ch. 379.

More than one correspondent writes to point out that this is an absurd result, because until a purchaser receives his abstract he cannot tell in what name or names to search, and cannot, therefore, protect himself before contract by searching the register. That, of course, is so, but if the decision of Eve, J., in the case mentioned be correct it seems to follow that a purchaser is deemed to have notice notwithstanding the fact that he is unable to ascertain by searching that the land is not affected by such covenants.

I must, I think, in the first place, remind the reader of the facts and decision in *Re Forsey & Hollebone's Contract*. In that case there was a contract to sell land "for an estate in fee simple absolute, free from incumbrances." It was discovered that the property was included in an area proposed to be dealt with by the local authority by a resolution under s. 2 of the Town Planning Act, 1925, which resolution had been registered under the L.C.A., 1925.

It was held by Eve, J., and the Court of Appeal that the resolution did not constitute an incumbrance—with that point I am not at the moment concerned. Eve, J., also held, however, that if the resolution did constitute an incumbrance, the purchaser had notice of it by reason of s. 198 of the L.P.A.

After reading that section the learned judge said that he agreed with the contention advanced by counsel in argument that a vendor who has contracted to sell free from incumbrances cannot adduce evidence to prove the purchaser's knowledge of a particular incumbrance and assert a right to specific performance of the contract subject to that incumbrance, because the reception of such evidence would be the admission of oral evidence to contradict and vary the terms of the written contract. Then he proceeds: "This vendor is not driven to any such extremity. She has only to point to the section I have just read to show that when the contract was entered into vendor and purchaser must alike be deemed to have known of the existence of the incumbrance which the purchaser insists on as a good ground for avoiding the contract. If this resolution, contrary to the conclusion I have arrived at, is an incumbrance affecting the land, it is in my opinion an incumbrance of which the purchaser had notice and of a nature which precludes her from now refusing to complete the contract." It may be noted that the Court of Appeal expressed no opinion upon this point, dismissing the appeal on the ground that the resolution was not an incumbrance.

Now, if Eve, J., was right, it does seem to me to follow that a purchaser under an open contract has notice of registered restrictive covenants. One correspondent points out, quite rightly of course, that there is a material difference between town planning schemes and restrictive covenants in that in a search for the former searches are made against the land and may well be made by a purchaser before contract, whilst in the case of restrictive covenants, as already noticed, a purchaser cannot so protect himself. That, no doubt, affords a reaon why the law should be altered but is hardly an argument against the correctness of the decision of Eve, J., or of the natural consequences which flow from it.

Section 198 of the L.P.A. is quite general in its terms; it applies to "any instrument or matter registered under the L.C.A., 1925, or any enactment which it replaces," and provides that registration "shall be deemed to constitute actual notice of such instrument or matter, and of the fact of such registration, to all persons and for all purposes connected with the land affected."

It is difficult to see why that section should not apply to a restrictive covenant as well as to a town planning scheme or any other registered "instrument or matter," although it is true that the result is more inconvenient in the case of restrictive covenants where the purchaser cannot protect himself by searching, than in the case of town planning schemes where he may do so.

Of course, it may be that this decision will not be upheld. I was not attempting to discuss that question in my diary of last week. What I did desire to point out was that the logical conclusion to be drawn from the decision seemed to be that a purchaser under an open contract has notice of registered restrictive covenants although the vendor may not have disclosed them.

I ought to add that s. 43 of the L.P.A. 1925 does not, if I am right in my view, assist the purchaser because that section only applies "where a purchaser of a legal estate is entitled to acquire the same discharged from an equitable interest which is protected by registration" and a purchaser contracting with notice of restrictive covenants is not entitled to acquire the land discharged therefrom. The section therefore does not apply.

I may be wrong in the deduction which I draw from the decision of Eve, J., or the decision itself may be overruled. In the meantime, the safe course appears to be to provide in every contract that the land is sold free from incumbrances whether registered or not, and to inquire of the vendor before exchanging contracts, whether there are in fact any registered incumbrances.

I should like to express my indebtedness to the correspondents who wrote to the Editor on the subject of my last article. Such letters are a great help to the writer of a weekly article not only in putting him right where he goes astray (which of course will happen at times), but in keeping him in touch with the readers' point of view.

FRANCIS LORANG.

It is reported that the extradition to England of Francis Lorang, who was recently arrested in Paris, will be delayed during the investigation of a charge brought against him here by Mme. Meurisse, who alleged that Lorang improperly disposed of certain jewels he had undertaken to sell on her behalf.

Landlord and Tenant Notebook.

Proceedings arising out of Rent Acts.

Where premises fall within the Rent Restrictions Acts and proceedings are contemplated which in the normal course of things would be instituted in the High Court the provisions of s. 17 (2) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, must not be lost sight of.

That sub-section provides that a "county court shall have jurisdiction to deal with any claim or other proceedings arising out of this Act or any of the provisions thereof, notwithstanding that by reason of the amount of claim or otherwise the case would not but for this provision be within the jurisdiction of a county court, and if a person takes proceedings under this Act in the High Court which he could have taken in the county court he shall not be entitled to recover any costs."

What is a "proceeding arising out of the Act"? This is a matter which is not always easy to determine, but some guidance is afforded by the decided cases.

In *Wolff* v. *Smith* (1923), W.N. 229, a statutory tenant of premises within the Rent Acts instituted proceedings in the Chancery Division, claiming an injunction to restrain his landlord from interfering with his possession of certain rooms. It was held that the proceedings arose out of the Act, Eve, J., pointing out that as between the plaintiff and his landlord it was necessary to establish possession, and that the plaintiff could only do this by showing that he was a statutory tenant.

In *Gunter* v. *Davis* [1925], 1 K.B. 124, however, Mr. Justice McCardie held that s. 17 (2) did not apply in the following circumstances. In that case an action was brought against the defendant, who, as the learned judge held, had never had a tenancy of and no right or title to the possession of the premises, so that he had always been in the position of a trespasser, the learned judge observing that a clear distinction was to be drawn between cases in which the relation of landlord and tenant had once subsisted between the parties (see, for example, *Gill* v. *Luck* (1923), W.N. 284) and cases in which there never was any such relation.

The matter came up for consideration later before the Court of Appeal in *Russoff* v. *Lipovitch* [1925], 1 K.B. 628, in which case it was held that an action by a landlord to recover from a tenant possession of premises within the Rent Acts was a claim or proceeding "arising out of the Act." The actual claim in the above case, however, was against a statutory tenant (and not a trespasser) and was to recover possession and also arrears of rent, the original rent having been increased by the permitted statutory increases.

The grounds of the above decision were very clearly stated by Lord Justice Scrutton. Dealing with the claim for possession, Lord Justice Scrutton said (*ibid.*, at p. 636):—

> "It is contended on behalf of the landlord that the claim to recover possession is a claim arising, not out of the Rent Restrictions Act, but out of the common law. That contention is, to my mind, not merely very technical, but also inaccurate. There was a common law existing at the time of Lord Coke, but in many respects it has been materially altered by later statutes, so that many forms of relief can be obtained at the present day which could not have been asked for under the common law in Lord Coke's time. It is not, in my opinion, accurate to say that the claim in the present case arises out of the common law. It arises out of the common law as modified by subsequent statutes. The original common law right to possession has been modified by the Rent Restrictions Act in the case of houses to which the Act applies, and a claim for the possession of such a house cannot any longer be made under the common law, for the common law has gone."

Dealing with the claim for arrears of rent, the learned Lord Justice said (*ibid.*, at p. 638):—

> "Moreover, in the present case the plaintiffs are claiming to recover not only possession of the house but also arrears of rent, which rent is claimed to be payable at a rate increased under the provisions of the Rent Restrictions Act above that at which the rent reserved by the tenancy agreement was payable, and there could be no possible ground for suggesting that that claim for rent did not arise out of the Act."

The question, however, whether an action for ejectment against a trespasser could come within s. 17 (2) was left open in that case.

In conclusion it should be noted that an action for dilapidations may also in certain circumstances come within s. 17 (2). See, e.g., *Lee* v. *Roberts*, 60 L.J. 574.

Our County Court Letter.

THE DEDUCTION OF INCOME TAX.

The need for ascertaining the precise extent of the above was recently illustrated at Redditch County Court in *Corbett* v. *Callow*, in which the plaintiff claimed, *inter alia*, £39 as income accrued due under a will. The plaintiff was a beneficiary, and the defendant was an executor, under the will of Jane Figg, deceased, whereby it was provided as follows: The plaintiff was to receive a sum of 10s. a week, payable out of the rents of certain property, and the executor was then to create a reserve fund of £40 out of the rents (as a provision for repairs), and any surplus was to be divided equally between the plaintiff and her sister. The properties were small, and the tenants paid their rents in full, so that income tax under Sched. A was paid by the defendant under a direct assessment. The plaintiff had received her weekly payments, less tax, but—being in poor circumstances—she was entitled to a rebate in full. The Inspector of Taxes, however, had only returned half the tax deducted, on the ground that the only vouchers produced related to Sched. A, whereas the remittances from the defendant had been subject to a further deduction as an annuity under Sched. D. No vouchers for the latter deductions had been produced, and it was contended that these has been retained by the defendant and never paid to the Revenue. The plaintiff's case, therefore, was that (1) after deduction of Sched. A tax she was entitled to the 10s. a week in full, (2) the latter amount was not an annuity, but an instalment on account of rents, so that (3) she was entitled to the amounts claimed as tax wrongfully deducted. The defendant's case was that (1) there had only been one deduction (viz., under Sched. A), and that there had been no further deduction under Sched. D as alleged; (2) in remitting the 10s. a week, less tax, he was merely passing on to the plaintiff the proportion of the deduction to which she was liable under Sched. A. His Honour Judge Macpherson held that the defendant's contention was shown to be correct, on a true reading of his accounts, and that any claim by the plaintiff for a further repayment of tax should be made to the Inland Revenue. The action was therefore withdrawn on terms relating to another matter in dispute under the will.

The question whether a weekly payment was taxable as an annuity was considered in *In re James* (1918), 62 Sol. J. 520, in which a husband had covenanted in a deed of separation to pay his wife £9 a week (viz., on every Wednesday) so long as they should live apart. It was contended on behalf of the wife that the payment was not a definite sum per annum, and was therefore not an annuity within the meaning of the Income Tax Acts. Mr. Justice Astbury agreed that in some years there would be fifty-two payments, while in others there would be fifty-three, but he held that the covenant was to pay an annual sum varying with the number of Wednesdays in any particular year. The husband was therefore not liable to repay the income tax, which had been properly

deducted, and the wife's claim (if any) was against the authorities.

A similar question under a will had arisen in *In re Cooper* (1918), 62 Sol. J. 230, in which the testator bequeathed to his wife the sum of £50, payable in each and every calendar month, which the residuary legatees contended was subject to income tax. Mr. Justice Sargant (as he then was) pointed out that he had not to decide whether the widow was ultimately liable for the tax, as between herself and the authorities. He held, however, that the amount was an annual sum, as the testator had contemplated payments extending over a year, but had adopted as the unit of payment the aliquot parts into which the calendar year was divided. The sum was therefore either an annuity or annual payment from which income tax should be deducted by the executor.

The omission to pay or deduct tax may have serious consequences, as shown by the recent case of *Bull* v. *Robinson*, at Birmingham County Court. The plaintiff claimed £20 for rent, but the defendant counter-claimed damages on the ground that he had been told by the plaintiff that her solicitors had paid the tax, and that the rent should be remitted in full. The defendant had therefore ignored the demand notes for tax, but eventually the Inland Revenue levied a distress, which caused the guests to leave the defendant's boarding-house. The plaintiff denied the alleged representation, and His Honour Judge Dyer, K.C., held that—in the absence of fraud—the counter-claim failed. Compare "Deduction of Predecessor's Income Tax from Rent" in our issue of the 20th April, 1929; 73 Sol. J. 250.

Practice Notes.

THE REJECTION OF PROOFS IN BANKRUPTCY.

The registrar's jurisdiction with regard to the above was recently considered on a motion at Walsall County Court, where an application was made by creditors for an order reversing or varying the decision of the trustees in bankruptcy. The latter had rejected a claim for £365 for breach of covenant by the bankrupt, and had admitted only £30 for rent accrued due. The proof was rejected on the 16th September, 1929, and the application should have been made (under r. 262) within twenty-one days, but it was not until the 24th October that an ex parte application was made to the registrar for an extension of time. The registrar granted the order, but no notice of the application was given to the trustees, and (under r. 27) an order could only be made ex parte if the court were satisfied that the delay caused by proceeding in the ordinary way would or might entail serious mischief. His Honour Judge Tebbs observed that there had been no evidence of the latter circumstance before the registrar, who therefore had no power to extend the time for applying to vary the decision of the trustees. The creditors might still be entitled to apply for leave to serve a notice of motion, and no party ought to be barred on a mere technicality, but the motion could clearly only be tried on fresh proceedings being taken.

THE DEFINITION OF TEMPORARY PASTURE.

An attempt to obtain the above, as a matter of law, was unsuccessful in the recent case of *Lloyd* v. *Meade-King*, at Shrewsbury County Court, in which the tenant claimed £45 as compensation for temporary pasture. The arbitrator had stated a case for the opinion of the court, but it was pointed out for the landlord that a clause in the tenancy agreement provided that the tenant should not mow any of the grass land, or land which had been laid down for six years or upwards, and was thenceforth to be treated as pasture. The absence of a definition in the Agricultural Holdings Act, 1923, was immaterial in view of the above clause, since—in the case of permanent pasture—the tenant was not entitled to compensation unless he had the written consent of the landlord before laying the fields down to grass. The point had not been taken before the arbitrator, however, and leave to amend the case was refused. It was further contended that, as the fields were laid down seventeen, fifteen and eleven years ago respectively, and had never been ploughed up in the course of husbandry, they had become merged into permanent pasture. The tenant's case was that (1) the temporary pasture was laid down by him or his testator; (2) the seeds were sown more than two years prior to the termination of the tenancy; (3) the fields were scheduled as arable, and, if laid down by the tenant, no length of time could turn a temporary into a permanent pasture. His Honour Judge Ivor Bowen, K.C., observed that Parliament had never settled the period at which a tenant would have to apply to the landlord, under s. 2, in order to be entitled to compensation for permanent pasture, assuming that temporary pasture by the effluxion of time became permanent pasture. The category of the pasture, however, was not a question of law, but of fact, and the case was therefore referred back to the arbitrator for his decision, each side to pay its own costs. The arbitrator has since made his award in favour of the tenant.

Reviews.

A Summary of the Law of Companies. T. Eustace Smith, Barrister-at-Law. Fourteenth edition by William Higgins, Barrister-at-Law. 1929. Demy 8vo. pp. xxii and 376. London: Sweet & Maxwell, Ltd. 7s. 6d. net.

Most practitioners, who are not specialists, have their favourite handy text-books on particular subjects, predilections dating from their student days when they first learned the way about them. Here we have the new Smith's Summary of Company Law embracing the Consolidating Act of 1929. The appearance of this book will rejoice the hearts of those conservative folk who have been delaying their purchase of a working text-book on the new company law in expectation of this event.

For students just taking up the study of company law the book provides an excellent introduction to an abstruse subject and comprises all that is required as a foundation for the Bar Final and Solicitors' Final Examinations.

It is greatly to be regretted that Mr. William Higgins, the editor, has died while the edition was in the press.

Books Received.

The Trust Accountant's Guide. A. H. Cosway. Crown 8vo. pp. 112. 1930. London: Effingham Wilson. 4s. net.

The Secretary. A Monthly Journal for Secretaries, Directors, and others. Vol. xxvii. January, 1930. Cambridge: W. Heffer & Sons, Ltd. 1s. net.

Mathieson's Handbook for Investors for 1930. A concise record of Stock Exchange Prices and Dividends for the past Ten Years of Selected Securities. Thirty-first year of issue London: Frederick C. Mathieson & Sons. 5s. net.

"*Law Notes*" *Year Book*, 1930. An Alphabetical Digest of the Chief Statutes, Rules, Orders and Cases of the year 1929 (No. 2 of New Series). By The Editor of "Law Notes." pp. xxiv and (with Index) 240. 1930. London: The "Law Notes" Publishing Offices.

The Property Statutes Up to Date, being a Supplement to the Second Edition of the "Law Notes" Guide to the New Property Statutes. Third Edition. H. Gibson Rivington M.A. (Oxon), and A. Clifford Fountaine, Solicitors London: The "Law Notes" Publishing Offices. 5s. net.

The Journal of The Institute of Arbitrators (Incorporated). Vol. III. New Series. December, 1929. No. 120. London: The Institute of Arbitrators (Incorporated). 1s. net.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Realisation of Hungarian Mortgage.

Q. 1817. Prior to the partition of Hungary, a Hungarian bank advanced money to a Hungarian subject on mortgage. After the partition the Hungarian subject ceased to be a Hungarian subject owing to the fact that he was resident in the part of Hungary which was annexed to Czecho-Slovakia, in which country also stands the mortgaged property. It is stated that if the debt is assigned to a British national, he can recover the amount direct from the debtor in gold crowns, but that the Czech cannot recover the amount himself. Information is required on the following points :—

(1) Can the debt be assigned to a British national so as to give the assignee power to recover the amount ? Would this be by way of transfer of mortgage, and what date should it bear ?

(2) Must the assignment be for value, or can it be for a nominal sum, e.g., 10s. ? What stamp (if any) must it bear ?

(3) If the debt can be assigned, what steps must be taken by the British national to recover the amount ? Is any registration or consent necessary ? If he obtains judgment in an English court, can the judgment be executed against the land in Czecho-Slovakia ? (The mortgage provides that the creditor may select the forum.)

(4) In what currency must the debt be paid ? The mortgage (dated 1904) refers simply to crowns.

Reference has been made to the Treaty of Trianon, 1922, but this apparently excepts the above-mentioned case from its operation (Art. 254).

A. The question indicates that the mortgagor is now a Czech, but that the mortgagee is still a Hungarian bank. There is therefore an ambiguity in the words "the Czech cannot recover the amount himself," as he is the person liable to pay, and no question can arise as to his right to recover the amount. The questions put are apparently based on a misapprehension, but it is agreed that Art. 254 of the Treaty of Trianon, 1920 (not 1922 as stated), excepts the above-mentioned case from its operation, thereby leaving the present parties to their remedies in the local courts. On the execution of an assignment to a British national, however, the opinion is given that no British court would enforce payment without reference to the Clearing Office established under the Treaty of Peace (Hungary) Order, 1921 (S.R. & O., 1921, No. 1285). Otherwise the effect would be to enable ex-enemies indirectly to collect debts in full from subjects of allied or associated powers in violation of the Peace Treaties. So far as the above questions arise, they are answered in the negative, except No. 4. The question of currency was left open by Section III, Art. 231 (*d*) of the Treaty, and information on the subsequent decisions should be obtained from the Administrator of Hungarian Property, Cornwall House, Stamford-street, London, S.E.1. See further "British Claims against Hungary" in our issue of the 23rd November, 1929, 73 Sol. J. 786.

Registration of Bankers' Lien.

Q. 1818. We are acting for a property-holding company registered under the Companies Acts, which company has arranged with its bankers to overdraw its current account and by way of security has handed to the bank some of the title deeds of its properties. No memorandum of deposit or other document of any kind has been prepared or is intended to be prepared, and we shall be glad to have your opinion as to whether such a deposit of deeds is "a charge on land or any interest therein" which should be registered in the Companies Registry in accordance with s. 79 of the Companies Act, 1929. It appears to us that the bank has only a lien on the deeds and not a charge on the property. Would your answer be otherwise if a memorandum of deposit in the ordinary bankers' form which states that the deeds are deposited as an equitable charge and in which there is a covenant to execute a legal charge if and when called upon, was executed ?

A. It was held in *Dublin City Distillery Co.* v. *Doherty* [1914], A.C. 823, that "charge" includes a lien, even if only created by deposit of documents of title. This decision, however, was on the then equivalent of s. 79 (2) (*c*), and related to delivery warrants for whisky. The case of land was considered in *In re Olderfleet Shipping Co.* [1922], 1 I.R. 26, where title deeds were deposited with the bank prior to the issue of debentures, and it was held that there was no equitable charge requiring registration under the then equivalent of s. 79 (2) (*d*). The opinion is therefore given that the deposit merely creates an inchoate right, which does not amount to an interest in land until an action is commenced to enforce the security, and that the lien need not be registered. The ordinary bankers' memorandum of deposit creates a charge, however, and—as the scope of the section is not limited to legal charges—the document would require registration as an equitable charge.

Revenue—Income Tax, Schedule E—Basis of Assessment.

Q. 1819. In the year 1928/9, and previously, A was assistant solicitor to a county council, which he left at the end of April to become immediately clerk and solicitor to an educational trust. The tax inspector of A's new district claims to assess him for the current tax year on his increased salary this year, presumably on his interpretation of s. 45 (4) (i) of the Finance Act, 1927. Is A's contention that there is no first holding of his "office or employment" sound, as his profession of a solicitor is continued with merely a different application, and/or is there any other way of supporting his claim to be assessed on his lower salary of the previous year, which is now the normal basis for assessment under this schedule ?

A. It is thought that the contention of the local inspector of taxes is correct. The provision referred to states "income-tax shall be computed, as respects the year of assessment in which the person first holds *the* office or employment . . . on the amount of his emoluments for that year." It seems quite clear in the case under review that the solicitor first held the office in respect of which he is assessed in the current year. The fact that he is a solicitor merely qualifies him to hold the office and any previous appointments he may have filled would not affect his liability on emoluments from "the office" to which the assessment under Schedule E relates. There would seem to be no support for a claim to be assessed on the income of the previous year in the circumstances stated in the query.

Assignment of Building Lease—Licence to Assign.

Q. 1820. By lease reciting that the lessee had erected certain dwelling-houses on the land thereby demised, it was witnessed that in consideration of the rent thereinafter reserved and of the covenants by the lessee thereinafter contained and the lessors thereby demised, etc. . . . covenant by lessee not to assign without the consent of the lessors. A contract for the sale of the residue of the term, more than 700 years, has been entered into. In requisitions the purchaser's solicitor asks whether the requisite licence to assign has been obtained.

The vendors' solicitors reply that this is not necessary and refer to s. 19 (1) (*b*) of the Landlord and Tenant Act, 1927. I should be glad to know whether you consider that the section quoted applies in this case. It is submitted that it does not, as the erection of buildings by the lessee, though recited, is not expressed to be part of the consideration for the lease. Reasons and authorities would prove useful.

A. We presume that there is no doubt that the reserved rent was a ground rent merely and not a rack rent for the houses. In our opinion the section applies and the recital shows that the building of the houses was part of the consideration.

Correspondence.

Ownership in Larceny: *R.* v. *Harding.*

Sir,—The "Borstal Boy" case referred to in your "Current Topics" on 28th December, appears to indicate a curious divergence between the criminal and civil law. It would seem that, for the purposes of an indictment, a chattel can be in the possession (as opposed to custody) of either of two persons, according to whether the actual custodian is or is not an innocent party. No one, I imagine, can doubt that, if the maidservant who fetched her master's mackintosh and gave it to the "Borstal Boy" had been prompted by sympathy and not by fear, she would have been guilty as a principal (at any rate, as accessory before the fact) in the larceny of her master's goods; and in that case the property in the mackintosh would, of course, have been laid in him.

Surely, however, in these modern times, we might have had the common sense decision that (*a*) if the essential condition of taking by violence is present, it matters not whether the goods taken are the property (i.e., in the legal possession) of the persons from whom they are taken or not, and (*b*) if an error as to the statement of ownership is made in the indictment such error is rendered immaterial by r. 5 (1) Sched. 1, of Larceny Act, 1916, which provides that it is not necessary to name the person to whom property belongs, except where required for the purpose of describing an offence depending on any special ownership of property.

Norwich. BOROUGH, C. P.
1st January.

Restrictive Covenants.

Sir,—We have read, with very great interest, the series of articles appearing under "The Conveyancer's Diary," and are much concerned at the contention that the decision in *Forsey and Hollebone's Contract* [1927] 2 Ch. 379 is wide enough to saddle a contracting purchaser with notice of restrictive covenants not referred to in the contract, where such covenants are in fact registered as a land charge. The obvious protection is, of course, to search against the contracting vendor, but this by no means goes far enough, e.g., if since 1925 A sells to B, subject to restrictive covenants which are registered against B, and B sells to C, and C subsequently contracts to sell to D, a search by D against C will not reveal the restrictions the subject of the registration made by A against B. As the clause relieving the covenantor from responsibility after he has parted with the land is becoming more frequent consequent upon the land charges registrations, it would seem that were such a provision inserted in the covenant by B with A, B would not require an indemnity from C, nor would C require an indemnity from D. If it be agreed that in the circumstances we have suggested the contracting purchaser cannot protect himself, then surely some amendment of the law is necessary.

8, Swan Street, BURLEY & GEACH.
Petersfield, Hants.
6th January.

Restrictive Covenants—Notice.

Sir,—I venture to suggest that your learned contributor has said either too much or too little on this subject in last week's "Conveyancer's Diary," in making the following observation: "It would seem therefore that a purchaser under an open contract is saddled with notice of registered restrictive covenants entered into since 1925, although he may have made no search and no disclosure may have been made by the vendor of the existence of such covenants."

This seems to imply (it may not be the intention of the writer) that a purchaser is to be deemed to have notice at the date of his contract, and consequently that a person contracting to purchase under an open contract has no longer the right to repudiate the contract on subsequently discovering the existence of registered restrictive covenants. If such is the meaning of the paragraph surely the implication is contrary to commonsense. Registration is against the name of an estate owner, and until delivery of the abstract a purchaser cannot know against whom to search. The vendor may be a person who acquired the property subsequent to covenants already registered against a predecessor, a mortgagee, a contracting purchaser re-selling, or even a mere agent.

Forsey and Hollebone's Contract, quoted in support, was a case of a town planning resolution where registration is against the land, and even that case did not (in my submission) definitely decide that a person contracting to purchase can under no circumstances raise any objection to the existence of a local land charge which he could have discovered before contract if he had searched.

6th January. ERNEST I. WATSON

[The questions raised by our correspondents are discussed in this week's "Conveyancer's Diary.—ED., *Sol. J.*]

Legal Parables.

XLIX.

The Barrister who Found Out Many Things.

The Old Fellow was giving hints on How to Get On to the Young Fellow once more.

The Young Fellow had just remarked on the Old Fellow's encyclopædic knowledge and inquired how it was possible, if one really devoted oneself to the law, to acquire information on a hundred other subjects.

"Well, I'll tell you," said the Old Fellow. "Keep your ears open whenever you are in court, and you'll learn the tricks of most trades in course of time. I don't mean from expert witnesses only, but from all sorts. And, of course, if you're engaged in a case yourself and you get interested you can always pursue your inquiries by means of cross-examination."

"But surely," interrupted the Young Fellow, "no judge would let you go on asking questions just to satisfy your own curiosity! Why, the other day I got awfully dropped on for asking quite a harmless question because the judge, poor fellow, didn't appreciate the subtle line I was taking."

"You're young yet," said the Old Fellow, "and judges haven't learned to put up with you. That comes in time—if you're lucky! I maintain that you can find out anything you want to know, if you only wait for your opportunity and then seize it. It's a little fad of mine, but I've proved it."

"Now, for instance, my wife put me to the test once. I'd been telling her my theory, rather boasting of it, and so she said, 'Find out anything, can you? Well, find out how they make the barley water at the Gluttony restaurant: ours is always like pudding.'

"So I waited my time. Then, sure enough, one day the Gluttony's manager appeared to prosecute in a case where I was for the defence. I had no defence. But when the

manager got into the box I looked hard at him and began by asking him if the prosecution was brought in good faith. He looked surprised, and so did the judge. I said, 'All right, we'll see. Do you consider your business methods will bear investigation? Are things what they seem at the Gluttony? Let me take a concrete instance. What do you put in your barley water, sir? Is there either barley or water in it? Answer me, sir!' and I pointed an accusing finger at him.

"Naturally the judge asked me whether all this was relevant, and naturally I said it was cross-examination as to credit. (Never forget that, my lad: whenever you are irrelevant, muddled, or unpleasant in your cross-examination, look cunning and say it goes to credit.)

"Oh, yes! I got the whole recipe for the barley water right enough, and then said that unfortunately I had to take his answer (another useful phrase) and sat down. My wife was terribly pleased with the recipe, though."

"But," said the Young Fellow, looking puzzled, "couldn't you have got the recipe at the restaurant by giving the head waiter half a crown? I should have thought . . ."

The Old Fellow became a trifle testy.

"Well," he said hastily, "perhaps I could, and perhaps I couldn't. Anyhow, I didn't think of doing it that way, and if I had I shouldn't have stood half as high in my wife's estimation as I do to-day. You young bachelors don't know everything."

Notes of Cases.

Court of Appeal.

Ankin *v.* **London and North Eastern Railway Co.**
Scrutton and Slesser, L.JJ. 19th December, 1929.

Practice—Action for Negligence—Discovery—Inspection of Documents—Statutory return of Accident—Privilege—Statutory Report to Minister of Transport—Statement of Minister—Public Interest—Regulation of Railways Act, 1871, 34 & 35 Vict. c. 78, s. 6—Ministry of Transport Act, 1919, 9 & 10 Geo. 5, c. 50, s. 2.

Appeal from a decision of Finlay, J., in chambers.

The plaintiff brought an action against the defendants for alleged negligence of the defendants' servants. A return of the accident in which the plaintiff was injured was made by the defendants to the Minister of Transport on 3rd December 1928, in the form prescribed by s. 6 of the Regulation of Railways Act, 1871; the Railway Employment (Prevention of Accidents) Act, 1900, s. 13 (2); and s. 2 of the Ministry of Transport Act, 1919. The plaintiff moved in chambers for an order for the production of a copy of that return by way of discovery. The defendants objected to produce such copy on the ground that it was a copy of a confidential document made in the discharge of their duty to the Crown, and that it was privileged, and on 5th November, 1929, they wrote to the Minister of Transport stating that the plaintiff's solicitors were seeking to obtain an order for a copy of the report to be produced for inspection. The defendants received a reply from the secretarial department of the Ministry of Transport, dated 11th November, 1929, as follows: "I am directed by the Minister of Transport to state that in his view the notices of accidents furnished to him by railway companies in pursuance of s. 6 of the Regulation of Railways Act, 1871, are furnished for his own information and guidance in the performance of his duties. . . . In these circumstances it is the practice of the Minister to decline, in the public interest, to comply with any request which he may receive for permission to inspect or to obtain copies of such notices."

The Master made the order asked for, but his order was reversed by Finlay, J., in chambers. The plaintiff appealed.

By the Regulation of Railways Act, 1871, s. 6: "Where in or about any railway or any of the works of or buildings connected with such railway or any building or place, whether open or enclosed, occupied by the company working such railway, any of the following accidents takes place in the course of working any railways (that is to say): (1) Any accident attended with loss of life or personal injury to any person whomsoever; (2) Any collision of a kind not comprised in the foregoing descriptions, but which is of such a kind as to have caused or to be likely to cause loss of life or personal injury, and which may be specified in that behalf by any order to be made from time to time by the Board of Trade, the company working such railway . . . shall send notice of such accident and of the loss of life or personal injury (if any) occasioned thereby to the Board of Trade. Such notice shall be in such form and shall contain such particulars as the Board of Trade may from time to time direct. . . . Every company who fail to comply with the provisions of this section shall be liable for such offence to a penalty . . ." By s. 2 of the Ministry of Transport Act, 1919, all powers and duties of any Government department in relation to railways were transferred to the Ministry of Transport.

The Court (Scrutton and Slesser, L.JJ.) dismissed the appeal, holding that it was the practice of our courts to accept the statement of a Minister and to put the responsibility for such a statement on him. Therefore the plaintiff's application for an order for inspection of the document in question failed. Appeal dismissed.

Counsel: *Malcolm Hilbery*, K.C., and *C. S. Rewcastle; H. du Parcq*, K.C., and *S. Cope Morgan*.

Solicitors: *Mills, Lockyer, Church and Evill; J. B. Pritchard*.

[Reported by T. W. Morgan, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Ellis Sterling Book Keeping Machines, Ltd. *v.* **Ellis Adding Typewriting Co.** Roche, J. 22nd November.

Agreement—Individual—Assignment to Limited Company—Sole Agency—Sale of Machines—Conditions—Quota to be Taken Yearly—Notice to Terminate—Validity.

By an agreement dated the 7th February, 1928, the defendants, Ellis Adding Typewriting Co., granted to one Vaughan the sole selling rights in Great Britain and the Irish Free State of certain machines manufactured by them in the United States of America. As was originally intended and agreed, the rights granted by the agreement to Vaughan were later assigned by him to an English limited company—the present plaintiffs. The assignment was taken over on the 7th May, 1928. In 1929, the National Cash Register Co. acquired a controlling interest in the defendant company and gave the plaintiffs notice on the 27th June, 1929, to terminate the agreement on the 7th February, 1930. The material clauses of the agreement were: "(2) The sole general agency shall continue in force from year to year providing the conditions of the present contract are maintained; (10) The present rights are transferable to a limited company . . ." One of the provisions of the agreement was that Vaughan should purchase a certain quota of machines of a certain value every year, but there was no schedule given. The plaintiffs claimed a declaration that the agreement was subsisting and could not be terminated by the defendants' notice. The defendants contended that the agreement was void from uncertainty, or, alternatively, was terminable on reasonable notice.

Roche, J., said that the point of the agreement being void owing to absence of schedule was not pleaded and he decided against it. He was of opinion that there was a binding contract on the parties under the agreement, and that as long as the stipulated number of machines were taken the defendants

could not terminate the contract by notice at all. Judgment for the plaintiffs.

COUNSEL: *Miller*, K.C., *Clement Davies*, K.C., and *J. B. Lindon* for the plaintiffs; *Wilfrid Greene*, K.C., *Birkett*, K.C., and *H. G. Robertson* for the defendants.

SOLICITORS *Ashurst, Morris, Crisp and Co.*; *Slaughter and May.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Thompson and Norris Manufacturing Co. Limited *v.* **P. H. Ardley & Co.** Roche, J. 13th December.

CARRIAGE OF GOODS—LEAKING BARGE—DAMAGE TO CARGO—LIABILITY OF CARRIER—UNSEAWORTHINESS.

The plaintiffs in this action were the owners of some paper-making machinery brought to London by the steamship "Julius Hugo Stinnes." The plaintiffs, in January, 1929, engaged the defendants, barge owners, to lighter the machinery from the "Stinnes," which was lying in Millwall Docks, to Mount's Wharf, Fulham. The machinery was placed in the barge "Percy," which then went alongside another steamer, the "Truro," and took thirty-six tons additional cargo. After leaving Millwall Docks, but before reaching Mount's Wharf, the "Percy" was found to be leaking and the lightermen beached her. As the result of damage to the machinery by water the plaintiffs claimed £368 7s. 6d., alleging that the barge was unseaworthy at all or some or other of the stages of the adventure. The defendants pleaded a general denial, and said that the leakage was due to a collision with an unknown vessel after the machinery had been loaded. They alternatively pleaded that they were protected by the terms of the London Lighterage Clause, which was made part of the contract. That clause provided, *inter alia*, that the goods were carried only at owner's risk, and that the carriers would not be liable for any loss or damage to goods whether or not such loss or damage was occasioned by the negligence of the barge owners or their servants.

ROCHE, J., said that although the lighterage clause relieved the barge owners from liability for negligence, it did not exclude their obligation to supply a barge which was seaworthy for the purposes of the contract. They had broken their warranty of seaworthiness. The loading of the barge from the two steamers was only one loading, and as the leakage, according to the evidence, was caused while the barge was alongside the "Truro," she was unseaworthy at the moment the loading was completed and when she started on her voyage. Judgment for the plaintiffs, with costs.

A stay of execution was granted.

COUNSEL: *Raeburn*, K.C., and *Wilfrid Lewis*, for the plaintiffs; *Somervell*, K.C., and *J. Dickinson*, for the defendants.

SOLICITORS: *J. A. and H. E. Farnfield*; *Keene, Marsland, Bryden and Besant.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

The Law Society.

HONOURS EXAMINATION.

NOVEMBER, 1929.

The names of the solicitors to whom the candidates served under articles of clerkship are printed in parentheses.

At the Examination for honours of candidates for admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:—

FIRST CLASS.

(In Order of Merit).

1. Bernard Passingham (Sir Charles Elton Longmore, K.C.B., of the firm of Messrs. Longmores, of Hertford.)
2. George Alexander Grove, LL.B. Birmingham (Mr. Alexander Oliver George Mantle Grove, of Birmingham.)
3. Thomas Henry Evans, LL.B. Liverpool (Mr. George Holmes Mossop, of Liverpool.)
4. Eric Dunstan Syson, B.A. Oxon. (Mr. Alexander Neale, of the firm of Messrs. Waller, Neale & Houlston, of London.)

SECOND CLASS.

(In alphabetical order).

Claude Cecil Barker. (Mr. Henry Dugdale Sykes, LL.B., of the firm of Messrs. Dugdale Sykes & Morris, of Enfield, and Messrs. May, Sykes & Co., of London.)

Rutherford Wrigley Gibbard Braithwaite. (Mr. Percival George Wright, of the firm of Messrs. T. H. Mundell, of London.)

Kenneth Burrell. B.A. London. (Mr. Godfrey Sykes, of Chelmsford.)

Roger Catchpole, B.A. Oxon. (Mr. Frank Stanley Ward, of the firm of Messrs. Westhorp, Cobbold & Ward, of Ipswich.)

Morris Cohen (Mr. Charles Victor Hill, of the firm of Messrs. John Hill & Son, of London.)

Harry Bland Connell. (Mr. John Trewavas, of the firm of Messrs. John Trewavas, of Bradford.)

Isobel Lettice Eteson. (Mr. Edgar John Bechervaise, of the firm of Messrs. Hellard & Bechervaise, of Portsmouth.)

John Eric Fishwick. (Mr. Harry Wray, of the firm of Messrs. Laverack, Wray, Iveson & Co., of Hull.)

Victor Percy Harries. (Mr. Hugh Reynolds, of the firm of Messrs. Reynolds, Sons & Gorst, of London.)

Joseph Jordan, B.A. Royal University of Ireland. (Mr. George Roderick Webb, LL.B., of the firm of Messrs. H. S. Wright & Webb, of London.)

Stanley Morgan. (Mr. Robert Bertrand Jackson, of the firm of Messrs. Hart, Jackson & Sons, of Ulverston.)

Thomas Gimson Pickard. (Mr. Reginald Thomas George Wright, LL.B., of the firm of Messrs. Wright, Woodrow and Aysom, of Leicester.)

Charles Hilary Scott. (Mr. Malcolm Walter Hill, of the firm of Messrs. Wade, Tetley, Hill & Co., of Bradford.)

Charles Stone. (Mr. Thomas Whitley Bowen (deceased) and Mr. Frederick Lang, both of the firm of Messrs. Grundy, Kershaw, Samson & Co., of London and Manchester.)

Keith Philip Kinloch Thom, B.A. Oxon. (Mr. Stebbing Russell, of the firm of Messrs. Russell & Arnholz, of London).

Ernest Joseph Ward. (Mr. Leslie Gordon and Mr. Reginald Coupland Graves, LL.D., both of London.)

THIRD CLASS.

(In alphabetical order).

Reginald Ager. (Mr. Denham Edgar Rodwell, of the firm of Messrs. D. Edgar Rodwell & Co., of London.)

Arthur Mason Amery. (Mr. Frank Richardson, of the firm of Messrs. Fussell, Boutflower & Richardson, of Bristol.)

Robert Eric Andrews. (Mr. William Harry Creech, of Blandford & Sturminster Newton.)

Norman Frank Boyes. (Mr. Frederick Charles Boyes, of the firm of Messrs. Grover, Humphreys & Boyes, of London.)

Thomas Marriott Broadie-Griffith, LL.B. London. (Mr. Owen William Owen, M.A., of the firm of Messrs. Owen, Dawson & Wynn-Evans, of Liverpool.)

John Clifford Brook, LL.B. Leeds. (Mr. James Flower Best, of the firm of Messrs. Mills & Best, of Huddersfield.)

Stephen Cleather Burnett, B.A. Oxon. (Mr. Percival Charles Fawcett, of the firm of Messrs. Stephenson, Harwood and Tatham, of London.)

Walter Coombs. (Mr. William Arthur Cross, of the firm of Messrs. Henry Cross & Son, of Prescot.)

Frederic Bernard Crofts. (Mr. Marc Eugene Townsend Wratislaw, of the firm of Messrs. Wratislaw, Dean & Bretherton, of Rugby, and Messrs. Burton, Yeates & Hart, of London.)

Eric Dodds. (Mr. Philip Mark Dodds, of the firm of Messrs. Whitehorn & Dodds, of North Shields.)

Louise Margaret Elder. (Mr. Reginald Lake Flux, of Ryde, Isle of Wight; and Mr. Adrian Jerome Smith Jerome, M.A., of the firm of Messrs. Gunner, Wilson & Jerome, of Newport, Isle of Wight.)

Robert Trevor Evans, LL.B., Liverpool. (Mr. Aneurin Arthur Rees, of Liverpool.)

Alan Frederic Greenwood, B.A., LL.B. Cantab. (Mr. Thomas Thornton, of Leeds.)

Samuel John Harvey, B.A. Oxon. (Mr. Alfred Herbert Blundell, of the firm of Messrs. Blundell, Baker & Co., of London.)

Edwin Rigby Hinchliffe. (Mr. Charles William Roberts, of Brighouse.)

Denis Hyde, LL.B. Manchester. (Mr. Edward Helm (deceased) and Mr. John Sydney Rhodes, B.A., LL.B., both of the firm of Messrs. Coppock, Helm & Walmsley, of Stockport.)

William Augustine Ingleby Iveson. (Mr. James Albert Iveson, of the firm of Messrs. Laverack, Wray, Iveson & Co., of Hull.)

Donald Kaberry. (Mr. Charles Edgar Warren, of the firm of Messrs. Ford & Warren, of Leeds.)

Arnold Kilburn, LL.B. Leeds. (Mr. Charles Stanley Hays, of Heckmondwike.)

John Knott. (Mr. Edwin Emley, of the firm of Messrs. Lynn & Rutherford, of Blyth.)

Humphrey Cecil Lavington, B.A. London. (Mr. Henry Hugh Lavington, of the firm of Messrs. Jordan & Lavington, of London.)

Charles Basil Lowe. (Mr. Ernest Percival Bastide, LL.B., of Staveley.)

Harry Vivian Mansfield. (Mr. Joseph George Bishop, of Abergavenny.)

Edmund Philip Merritt. (Sir Robert Francis Dunnell, Bart., K.C.B., and Mr. Ion Buchanan Pritchard, M.A., both of London.)

Richard Henry Middleton. (Mr. Richard Stephenson Middleton, of the firms of Messrs. Middleton, Lewis & Clarke, of London, and Messrs. Middleton & Co., of West Hartlepool and Sunderland.)

Arnold Littlewood Nankivell. (Mr. John Frederick Guillaume (deceased) and Mr. Theodore Guillaume, both of the firm of Messrs. Guillaume & Sons, of London and Bournemouth.)

George Leonard Oliver. (Mr. Edgar Laverack, of the firm of Messrs. Laverack, Wray, Iveson & Co., of Hull.)

Reginald Parsons. (Sir Charles Augustus Woolley, J.P., of the firm of Messrs. A. C. Woolley & Bevis, of Brighton.)

Sidney Pearlman. (Mr. Frederick Ernest Hannay (deceased) and Mr. Erskine Hannay, both of the firm of Messrs. Hannay and Hannay; and Mr. Victor Grunhut, of the firm of Messrs. Grunhut & Grunhut, all of South Shields.)

William Morgan Jones Powell. (Mr. John Powell Jones Powell (deceased), of the firm of Messrs. Jeffreys & Powell, of Brecon; and William Seaford Sharpe, of the firm of Messrs. Sharpe, Pritchard & Co., of London.)

Louis Christopher Rowe. (Mr. Arthur King, of Bridgwater, and Messrs. Reed & Reed, of London.)

William Edward Saunderson. (Mr. Charles Samuel Vincent, of the firm of Messrs. Marshal & Co., of London.)

William Francis Savage. (Mr. Thomas Somerville, M.A., LL.B., of the firm of Messrs. Somerville & Hilton, of Torquay.)

Morris Shanovitch, LL.B. London. (Mr. Alfred Charles Warwick, J.P., of the firm of Messrs. Alfred C. Warwick & Co., of London.)

Thomas Liddle Sibson. (Mr. George William Davidson, of the firm of Messrs. Bendle, Sibson & Davidson, of Carlisle.)

Nora Elizabeth Silverston. (Mr. Bertram Silverston, M.A., LL.B., of Birmingham.)

Alan Milner Smith. (Mr. Stamp William Wortley, LL.B., of Chelmsford.)

William Frank Stretton. (Mr. Frank Cooper, of the firm of Messrs. James F. Addison & Cooper, of Walsall.)

John Owen Strong. (Mr. Charles Cyril Strong, of the firm of Messrs. Strong & Co., of London.)

George Norman Cyrus Swift. (Mr. Walter Pearse Hewett, B.A., of the firm of Messrs. Devonshire, Wreford Brown, Hewett, Baggallay & Co., of London.)

David Taylor, LL.B. Liverpool. (Mr. David Taylor, of Southport.)

Cecil John Turney. (Mr. George Thornton Simpson, B.A., of the firm of Messrs. Acton, Marriott & Simpson, of Nottingham.)

James Walters. (Mr. Herbert Aubrey Crowe, of the firm of Messrs. Zabell & Crowe, of London.)

Vincent Waring. (Mr. Jacob Parkinson, of the firm of Messrs. Jacob Parkinson & Co., of Blackpool.)

Kenneth Robert Webb. (Mr. Arthur Brooke Turner, B.A., of the firm of Messrs. Vaisey & Turner, of Tring; and Messrs. Ernest Bevir & Son, of London.)

Frederick Whittet. (Mr. Arthur Frank Sharman, of the firm of Messrs. King & Sharman, of March.)

Reginald Robert John Williams (Mr. Percy Mayor Randall, B.A., J.P., of the firm of Messrs. Paris, Smith & Randall, of Southampton.)

The Council of The Law Society have accordingly given a Class Certificate and awarded the following prizes:—

To Mr. Passingham—The Clement's Inn Prize—Value about £42.

To Mr. Grove—The Daniel Reardon Prize—Value about £21.

To Mr. T. H. Evans—The Clifford's Inn Prize—Value £5 5s.

To Mr. Syson—The New Inn Prize—Value £5 5s.

The Council have given Class Certificates to the Candidates in the Second and Third Classes.

One hundred and sixty-five Candidates gave notice for Examination.

In Parliament.

House of Commons.

Questions to Ministers.

TITHE RENT-CHARGE.

Mr. Kedward asked the Minister of Agriculture whether he is aware that, under the present Tithe Acts, the tithe in many places is as much as 10s. in the £ of the rental value of the land charged therewith; and whether he will introduce legislation to restrict tithe rent-charge to a rate nearer the equivalent of a tithe or tenth of rental value?

Dr. Addison: My right hon. Friend is aware that in certain areas tithe rent-charge is high in comparison with the rental value of the land on which it is charged, but it is an owner's liability, taken into account when land is transferred. My right hon. Friend cannot undertake to introduce legislation on the subject. 19th December.

LICENSING LAW (ROYAL COMMISSION).

Sir K. Vaughan-Morgan asked the Home Secretary whether he will request the Royal Commission on Licensing to present an interim report on licensed houses in the London area with a view to early parliamentary action to rectify existing anomalies?

Mr. Short: My right hon. Friend does not think he could properly make any such request. 24th December.

MAGISTRACY, LONDON.

Mr. Day asked the Home Secretary whether he has under consideration at present the increase of the London magistracy; and can he say when he will be able to announce his decision?

Mr. Clynes: The number of Metropolitan Police Magistrates has recently been brought up to the full strength authorised by Statute, namely 27. Any question as to the number of Justices of the Peace for the County of London should be addressed to my hon. and learned Friend the Attorney-General. 24th December.

Rules and Orders.

The County Court Fees (Amendment No. 2) Order, 1929. Dated 24th December, 1929.

The Lord Chancellor and the Treasury, in pursuance of the powers and authorities vested in him and them respectively by section 165 of the County Courts Act, 1888,(*a*) as amended by the County Courts Act, 1924,(*b*) section 2 of the Public Offices Fees Act, 1879,(*c*) and section 305 of the Companies Act, 1929,(*d*) do hereby, according as the provisions of the above mentioned enactments respectively authorise and require him and them, make, concur in, and sanction the following Order:—

1. Fee No. 17 in the Table of Fees contained in the Schedule to the County Court Fees Order, 1925,(*e*) is hereby revoked.

2.—(1) This Order may be cited as the County Court Fees (Amendment No. 2) Order, 1929.

(2) The County Court Fees Order, 1925, as amended by the County Court Fees Order, 1926,(*f*) the County Court Fees Order, 1927,(*g*) the County Court Fees Order, 1928,(*h*) and the County Court Fees (Amendment) Order, 1929,(*i*) shall have effect as further amended by this Order.

(3) This Order shall come into operation on the 1st day of January, 1930.

Dated the 24th day of December, 1929.

Sankey, C.

Lords Commissioners of His Majesty's Treasury. *J. Allen Parkinson.* *William Whiteley.*

(*a*) 51-2 V. c. 43.
(*b*) 14-5 G. 5. c. 17.
(*c*) 42-3 V. c. 58.
(*d*) 19-20 G. 5. c. 23.
(*e*) S.R. & O. 1925 (No. 1234), p. 188.
(*f*) S.R. & O. 1926 (No. 1626), p. 354.
(*g*) S.R. & O. 1927 (No. 327), p. 315.
(*h*) S.R. & O. 1928 (No. 632), p. 415.
(*i*) S.R. & O. 1929, No. 199.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1	Mr. JUSTICE EVE.	Mr. JUSTICE MAUGHAM.
M'nd'y Jan. 13	Mr. Jolly	Mr. More	Mr. Hicks Beach	Mr. More
Tuesday .. 14	Hicks Beach	Ritchie	*Andrews	*Hicks Beach
Wednesday 15	Blaker	Andrews	*More	Andrews
Thursday . 16	More	Jolly	*Hicks Beach	*More
Friday 17	Ritchie	Hicks Beach	*Andrews	Hicks Beach
Saturday .. 18	Andrews	Blaker	More	Andrews
DATE.	Mr. JUSTICE BENNETT.	Mr. JUSTICE CLAUSON.	Mr. JUSTICE LUXMOORE.	Mr. JUSTICE FARWELL.
M'nd'y Jan. 13	Mr. Andrews	Mr.*Jolly	Mr. Blaker	Mr. Ritchie
Tuesday .. 14	More	Ritchie	Jolly	*Blaker
Wednesday 15	Hicks Beach	*Blaker	Ritchie	*Jolly
Thursday . 16	Andrews	Jolly	Blaker	*Ritchie
Friday 17	More	*Ritche	Jolly	Blaker
Saturday .. 18	Hicks Beach	Blaker	Ritchie	Jolly

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The EASTER VACATION will commence on Friday, the 18th day of April, 1930, and terminate on Tuesday, the 22nd day of April, 1930, inclusive.

HILARY SITTINGS, 1930.

COURT OF APPEAL.

IN APPEAL COURT NO. 1.

Monday, 13th January—Exparte Applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and if necessary, Chancery Final Appeals.

Tuesday, 14th January and until further notice—Chancery Final Appeals.

IN APPEAL COURT NO. 2.

Monday, 13th January—Exparte Applications, Original Motions, Interlocutory Appeals, and if necessary, Final Appeals from the King's Bench Division.

Tuesday, 14th January and until further notice—Final Appeals from the King's Bench Division.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

Group I.—In Causes and Matters assigned to Mr. Justice EVE, Mr. Justice MAUGHAM and Mr. Justice BENNETT.

Mr. Justice EVE.

(The Witness List. Part II.)

Mr. Justice Eve will sit daily for the disposal of the List of longer Witness Actions.

Mr. Justice MAUGHAM.

(The Witness List. Part I.)

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.)

Mondays—Companies (Winding up) Business.

Tuesdays, Wednesdays, Thursdays, Fridays — The Witness List. Part I.

Mr. Justice BENNETT.

(The Non-Witness List.)

Mondays .. Chamber Summonses.
Tuesdays .. Mots, Short Causes, Pets. Procedure Summonses, Further Considerations, and Adjourned Summonses.
Wednesdays. Adjourned Summonses.
Thursdays .. Adjourned Summonses. Lancashire Business will be taken on Thursdays, the 16th and 30th January, the 13th and 27th February, the 13th and 27th March and the 10th April.
Fridays .. Mots and Adjourned Summonses.

Group II.—In Causes and Matters assigned to Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

Mr. Justice CLAUSON.

(The Witness List Part I.)

(Actions, the trial of which cannot reasonably be expected to exceed 10 hours.)

Mondays, Tuesdays, Wednesdays, Thursdays, Fridays — The Witness List. Part I.

Bankruptcy Judgment Summonses will be taken on Mondays, the 27th January, 24th February, 17th March and 7th April.

Bankruptcy Motions will be taken on Mondays, the 20th January, 17th February, 10th and 31st March.

A Divisional Court in Bankruptcy will sit on Mondays the 10th February and 24th March.

Mr. Justice LUXMOORE.

(The Non-Witness List.)

Mondays .. Chamber Summonses.
Tuesdays .. Mots, Short Causes, Pets, Procedure Summonses, Further Considerations, and Adjourned Summonses.
Wednesdays. Adjourned Summonses.
Thursdays. Adjourned Summonses.
Fridays .. Mots and Adjourned Summonses.

Mr. Justice FARWELL.

(The Witness List. Part II.)

Mr. Justice Farwell will sit daily for the disposal of longer Witness Actions.

THE COURT OF APPEAL.

HILARY SITTINGS, 1930.

A List of Appeals for hearing, entered up to Saturday, 28th December, 1929.

FROM THE CHANCERY DIVISION.

(Final List.)

Re Anziani, dec Herbert v Christopherson
The Bournemouth-Swanage Motor Road & Ferry Co v Harvey & Sons
Re Kershaw Kenyon v Bird
Ladies' Hosiery & Underwear ld v Parker
Re Companies (Consolidation) Act, 1908 Re Overseas Marine Insurance Co ld
Booth v Cotter
Re Hiscock, dec Hiscock v Bishop
Nixon v Att-G
Boosey & Co ld v The Goodson Gramophone Record Co ld
Re Pink Re Davis Royal Exchange Assce v Waters
Re Ross Ross v Waterfield
(In Bankruptcy.)
Re a Debtor (No. 612 of 1929) Expte the Petitioning Creditor v the Debtor
Re a Debtor (No. 938 of 1929) Expte the Debtor v the Petitioning Creditor and the Official Receiver

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

Royal Worcester Corset Co v A & E Franklin ld (s.o. to Jan. 27)
Chambers v Garbett
Glass v Dubosky

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

The King v General Medical Council (Expte Kynaston)
Billing v Richard Brothers (a firm)
Doherty v Merrett
Consett Iron Co ld v The Assessment Committee for the No. 5 or North Western Assessment Area for the County of Durham
Re Arbitration Act, 1889 The Standard Contracting Co ld v The Gellygaer Urban District Council
Edwin Woodhouse & Co ld v Carson
Jones v Cardiff Corporation
Anderson v Golding
Williams v Clarke
Fraulo v Dillon
Pyman ,Bell & Co ld v Ohlson Steamship Co

(Revenue Paper—Final List.)

Betts v Laycock, Son & Co ld
A. Lloyd & Sons ld v Commrs of Inland Revenue
Charles Brown & Co v Commrs of Inland Revenue
Ogston (H.M. Inspector of Taxes) v Reynolds, Sons & Co ld
Reynolds, Sons & Co ld v Ogston
The Luipaards Vlei Estate & Gold Mining Co ld v Commrs of Inland Revenue
Diggines (H.M. Inspector of Taxes) v Forestal Land, Timber and Railways Co ld
Att-G v Farrell
Commrs of Inland Revenue v Smith
Wolverton v Commrs of Inland Revenue
Garland (Inspector of Taxes) v Archer-Shee

(Interlocutory List.)

Re Judgments' Extension Act, 1868 Johnstone v Johnstone (s.o. for form of Order to be agreed)
Horn v Automatic Scale Co ld
Same v Same
Re The Arbitration Act, 1889 John Evans & Co (London) ld v English Hop Growers ld
Re The Petition of Right of The Civilian War Claimants' Assoc ld
Re Same
Re Same
Egry ld v Burgess

FROM THE ADMIRALTY DIVISION.

(Final List.)

For Judgment.

Otranto—1928—Folio 275 Owners of S.S. Kitano Maru v Owners of S.S. Otranto

For Hearing.
Without Nautical Assessors.

Celtic—1929—No. 472 Comerford v The White Star Line, &c., Owners of S.S. Celtic
Croxteth Hall—1929—Folio 478 Murray v Ellermans Line ld Owners of S. S. Croxteth Hall

Re the Workmen's Compensation Acts.

(From County Courts).

Adams v Page & Hunt ld
Halsey v Erith Oil Works ld
Malcolm v South Garesfield Colliety Co ld

HIGH COURT OF JUSTICE.—CHANCERY DIVISION.

For the purpose of securing the more speedy disposition of business and especially of the shorter Witness Actions, the Judges of the Chancery Division are divided into two groups of three each, and there are three lists, namely: The Non-Witness List, The Witness List Part I, into which the shorter Witness Actions will go, and the Witness List Part II, into which the longer Witness Actions will go.

GROUP I:—Mr. Justice EVE, Mr. Justice MAUGHAM and Mr. Justice BENNETT.

GROUP II:—Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

HILARY SITTINGS, 1930.

GROUP I.

Mr. Justice EVE will take Part II of the Witness List.

Mr. Justice MAUGHAM will take Part I of the Witness List. Companies (Winding up) business will be taken on each Monday.

Mr. Justice BENNETT will take the Non-Witness business as set out in the Hilary Sittings Paper.

GROUP II.

Mr. Justice CLAUSON will take Part I of the Witness List. Bankruptcy business will be taken as announced in the Hilary Sittings Paper.

Mr. Justice LUXMOORE will take the Non-Witness business as set out in the Hilary Sittings Paper.

Mr. Justice FARWELL will take Part II of the Witness List.

GROUP I.

Before Mr. Justice EVE.

Motion (by Order).

King v Servants

Retained Adjourned Summonses.

Re Oats Jubb v Oats
Re Boyd Kimber v Whyte
Re Marshall Dowley v North
Re Burton Brewery Co ld Stretton v The Company Pegg v The Company
Hood v Blake (with witnesses) fixed for Jan 14

Witness List. Part II.

Gowen v Crisp
Re Colbourne Colbourne v Millington
Re The Curran Metals & Munitions Co ld and Re Companies (Consolidation) Act, 1908 (s.o. for Attorney-Gen)
Hartmann v Konig (s.o. for Attorney-Gen)
Carney v Blackman
Racliffe v Perry & Co Roads (Foreign Concessions) ld
Public Trustee v Ayers
Goddard v Seares
Zimmerman v Hackney Furnishing Co (1928) ld
Jacquard Knitting Machine Co (Incorporated) v Mellor, Bromley & Co ld
F Reddaway & Co ld v Hartley
Remnant v Frederick George & Co ld

Attorney-General v Tynemouth Poor Law Union (fixed for Jan 20)
Melhame v The Administrator of German Property
Turner v Smith
Siona Investment & Finance Co ld (in liquidation) v Collier
A W Craven & Co ld v Murgatroyd
Green v Matthews

Before Mr. Justice MAUGHAM.

Assigned Matter.

Re Guardisnship of Infants' Act, 1886 to 1925 Eccles v Eccles

Retained Matters.

East Kent Light Railway v East Kent Colliery Co ld (pt hd)
In the matter of Letters Patent, Nos. 193,834, 193,866 & 199,771 and In the Matter of the Patents & Designs Acts, 1907 to 1919 (pt hd)
In the Matter of Letters Patent, Nos. 193,834, 193,866 & 199,711 and In the Matter of the Patents & Designs Acts, 1907 to 1919 (pt hd)

To be continued.

Legal Notes and News.

Honours and Appointments.

NEW YEAR'S HONOURS.

BARONS.

Sir WILLOUGHBY HYETT DICKINSON, K.B.E., Barrister-at-law. Sir Willoughby was called by Lincoln's Inn in 1884.

KNIGHTS.

Mr. EDWARD FRANCIS KNAPP-FISHER, solicitor, Receiver-General and Chapter Clerk of Westminster Abbey. Mr. Knapp-Fisher, who was admitted in 1887, is the senior partner in the firm of Knapp-Fisher & Wartnaby, The Sanctuary, Westminster.

C.B.E.

Mr. HERBERT GEORGE MUSKETT, solicitor, of the firm of Wontner & Sons, solicitors to the Commissioner of Metropolitan Police. Mr. Muskett was admitted in 1887.

Mr. Justice HORRIDGE has been elected Treasurer of the Middle Temple for the ensuing year in consequence of the illness of Mr. Butler Aspinall who was recently elected to that office.

Mr. HERBERT ALFRED BELL, solicitor, has been appointed Registrar of the County Court of Market Rasen and Caistor, Lincolnshire. Mr. Bell—who already holds the office of Registrar to the County Courts at Lincoln, Gainsborough, Horncastle and Newark—was admitted in 1893.

Mr. WILLIAM B. FREARSON, solicitor, Leicester, has been appointed Registrar and Legal Secretary of the Dioceses of Peterborough and Leicester. Mr. Frearson was admitted in 1910.

Mr. BENJAMIN DICKINSON (Senior Puisne Judge, Cyprus), has been appointed a Judge of the Supreme Court of Kenya. Mr. Dickinson was called by Lincoln's Inn in 1904.

Mr. TREVOR HUNTER, K.C., has been appointed Chancellor of the Diocese of Swansea and Brecon. Mr. Hunter was called by the Middle Temple in 1911, and took silk in 1928.

Mr. HUGO C. LOCKYER, solicitor, has been appointed Deputy Town Clerk of Acton (Middlesex). Mr. Lockyer was admitted in 1927.

Mr. HARRY WRAY, solicitor, has been appointed Registrar of the Hull County Court, and District Registrar of the High Court in the same area. Mr. Wray was admitted in 1885.

Mr. J. W. PORTER, solicitor, Town Clerk of Hartlepool, has been appointed Town Clerk of Gateshead in succession to the late Mr. William Swinbourne. Mr. Porter—who was admitted in 1922—was formerly Town Clerk of Berwick-upon-Tweed.

THE INSPECTOR-GENERAL IN BANKRUPTCY.

On and after 13th January, the address of the Inspector-General in Bankruptcy and of the Registrar of Deeds of Arrangement will be 20 Great Smith-street, Westminster, S.W.1.

SOCIETY FOR JEWISH JURISPRUDENCE

(ENGLISH BRANCH.)

A meeting of the society will be held on Wednesday, 22nd January, 1930, at 5 p.m., in Lecture Room "A," King's Bench Walk, Inner Temple.

His honour Judge Frumkin (of Palestine) will read a paper on "The Disabilities of Woman under Jewish Law—Could they be remedied?"

Mr. A. M. Langdon, K.C. (President of the Society) will take the chair.

All interested are invited to be present.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (12th December, 1929) 5% Next London Stock Exchange Settlement Thursday, 23rd January, 1930.

	Middle Price 8th Jan.	Interest Yield.			Yield with Redemption.		
English Government Securities.		£	s.	d.	£	s.	d.
Consols 4% 1957 or after	83¼	4	15	10		—	
Consols 2½%	53½	4	13	6		—	
War Loan 5% 1929-47	100¾	4	19	3		—	
War Loan 4½% 1925-45	94	4	15	9	5	1	0
War Loan 4% (Tax free) 1929-42	101¼	3	19	0	3	17	6
Funding 4% Loan 1960-1990	86½	4	12	6	4	13	6
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	92	4	7	0	4	9	0
Conversion 4½% Loan 1940-44	94½	4	15	3	5	0	6
Conversion 3½% Loan 1961	75	4	13	4		—	
Local Loans 3% Stock 1912 or after	62	4	16	9		—	
Bank Stock	248½	4	16	7		—	
India 4½% 1950-55	79⅛	5	13	2	6	1	0
India 3½%	61½	5	13	10		—	
India 3%	51½	5	16	6		—	
Sudan 4½% 1939-73	91	4	18	11	5	0	0
Sudan 4% 1974	83	4	16	5	4	19	0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	82½	3	12	9	4	3	3
Colonial Securities.							
Canada 3% 1938	86	3	9	9	5	1	0
Cape of Good Hope 4% 1916-36	93	4	6	0	5	4	0
Cape of Good Hope 3½% 1929-49	80	4	7	6	5	2	0
Commonwealth of Australia 5% 1945-75	91	5	9	11	5	10	3
Gold Coast 4½% 1956	92	4	17	10	5	1	0
Jamaica 4½% 1941-71	92	4	17	10	4	19	0
Natal 4% 1937	92	4	7	0	5	7	6
New South Wales 4½% 1935-45	83	5	9	9	6	5	0
New South Wales 5% 1945-65	90	5	11	1	5	12	9
New Zealand 4½% 1945	94	4	15	9	5	1	6
New Zealand 5% 1946	100	5	0	0	5	0	0
Queensland 5% 1940-60	90	5	11	1	5	13	9
South Africa 5% 1945-75	100	5	0	0	5	0	0
South Australia 5% 1945-75	90	5	11	0	5	12	3
Tasmania 5% 1945-75	92	5	8	8	5	9	6
Victoria 5% 1945-75	90	5	11	1	5	12	3
West Australia 5% 1945-75	90	5	11	1	5	12	3
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	60	5	0	0		—	
Birmingham 5% 1946-56	100	5	0	0	5	0	0
Cardiff 5% 1945-65	99	5	1	0	5	1	0
Croydon 3% 1940-60	69	4	6	11	5	0	0
Hull 3½% 1925-55	77	4	10	11	5	2	6
Liverpool 3½% Redeemable by agreement with holders or by purchase	71	4	18	7		—	
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	52	4	16	2		—	
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62	4	16	9		—	
Manchester 3% on or after 1941	60	4	18	4		—	
Metropolitan Water Board 3% 'A' 1963-2003	61	4	18	4		—	
Metropolitan Water Board 3% 'B' 1934-2003	63	4	15	3		—	
Middlesex C. C. 3½% 1927-47	82	4	5	4	5	1	0
Newcastle 3½% Irredeemable	69	5	1	5		—	
Nottingham 3% Irredeemable	60	5	0	0		—	
Stockton 5% 1946-66	99	5	1	0	5	1	6
Wolverhampton 5% 1946-56	100	5	0	0	5	0	0
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	81	4	18	9		—	
Gt. Western Rly. 5% Rent Charge	98	5	2	0		—	
Gt. Western Rly. 5% Preference	92½	5	8	1		—	
L. & N. E. Rly. 4% Debenture	75½	5	6	0		—	
L. & N. E. Rly. 4% 1st Guaranteed	74½	5	7	5		—	
L. & N. E. Rly. 4% 1st Preference	67½	5	18	6		—	
L. Mid. & Scot. Rly. 4% Debenture	77	5	3	11		—	
L. Mid. & Scot. Rly. 4% Guaranteed	76	5	5	3		—	
L. Mid. & Scot. Rly. 4% Preference	72	5	11	1		—	
Southern Railway 4% Debenture	77	5	3	11		—	
Southern Railway 5% Guaranteed	96	5	4	2		—	
Southern Railway 5% Preference	90	5	11	1		—	

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SOLICITOR'S Managing Clerk, unadmitted, wide experience litigation, conveyancing, common law; pleads fresh start any capacity, moderate salary; can furnish guarantee.—Lex, c/o W. W. Jemmett, F.I.S.A., Secretary, Central D.P.A. Society, Victory House, Leicester-square, W.C.2.

PRACTISING Solicitor would consider appointment as assistant where proper facilities would be given for the conduct of his own practice on terms. Experience mostly conveyancing and High Court litigation, some advocacy. London only.—Write "M.," Box 353, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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SOLICITOR (37), now in practice on own account, small connection, desires managing clerkship in London, with liberty to practise. Salary by arrangement.—"J.," Box 448, Solicitors' Journal, 29, Breams-buildings E.C.4.

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EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion and the name of this paper.

EX-OFFICER, middle aged, one time Adjutant and Quartermaster Indian Army, well versed English literature, experience as storekeeper, also traffic inspector, East Indian Railways, accept any clerical post. 11397

EX-OFFICER, age 37, desires a position of trust; long experience of secretarial work, office routine, all books, and the control of staff; excellent references. 11414

HIGHLY Efficient Engineer, 36, A.C.G.I., B.Sc., with wide commercial experience, office organisation, sales management, advertising, accountancy, company formation, voluntary liquidation, etc.; sound knowledge commercial, company and patent law; contributor press and reviews. Spanish and French. 4080

PETROLEUM Technologist, 36, qualified A.R.S.M., D.I.C., etc., seeks employment any position of trust at home; specialised lubricating oils, technical sales. Excellent references. 10768

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ADMITTED Solicitor, Ex-officer, with small connection, wishes employment at small salary and proportion of costs of work introduced, or office accommodation on mutual terms. 9350.

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